

**EXHIBIT 2**  
**MEMORANDUM OF UNDERSTANDING**



## MEMORANUM OF UNDERSTANDING FOR THE MARYVILLE COLLEGE AND RT LODGE PARTNERSHIP

### I. History

Maryville College has a long history with RT Lodge. Completed in 1932 and originally named "Morningside," the home was designed by and for Susan Wiley Walker, the sister of Elizabeth Stevenson, wife of Maryville College's first chaplain and first resident of the House in the Woods. Mrs. Walker persuaded the College's administration to build on the property as long as she left her 26-room home to the college upon her death. After Mrs. Walker's death in 1950, Morningside served as the home of the President of Maryville College for 27 years. In 1997, the College entered into a 50-year lease agreement with Ruby Tuesday, Inc. for the former Morningside Inn and surrounding acres. Morningside's renovation and expansion as RT Lodge has been a point of pride for the Maryville College community, as well as the larger Blount County community.

### Mission

This is a Memorandum of Understanding for the partnership between Maryville College and the RT Lodge to promote a shared focus on the community. Maryville College's mission is to prepare students "for lives of citizenship and leadership as we challenge each one to search for truth, grow in wisdom, work for justice and dedicate a life of creativity and service to the peoples of the world." Today, RT Lodge is still surrounded by the natural setting with 140 acres of Maryville College Woods and offers guests at the lodge a secluded and pastoral experience with walking trails, streams and meadows just steps from the front door. Maryville College and RT Lodge partner to promote hospitality, environmentally sustainable practices, artisanal techniques and education in natural settings for the local, national and international community.

### II. Mutually Beneficial Opportunities

#### *Maryville College commits to:*

1. providing access to faculty and staff expertise for the purposes of Lodge programming;
2. providing access to student artwork and student musical ensembles for Lodge programming;
3. accommodating requests for research, studies and other academic collaborations when the College is able;
4. promoting RT Lodge as an option for dining and overnight accommodations in marketing materials, including the MC website;
5. promoting job and internship opportunities to Maryville College students and alumni;
6. facilitating collaborative engagements that may include, but are not limited to, encouraging campus departments and affiliates to host occasional meetings, workshops, conferences and events at RT Lodge; and
7. promoting the RT Lodge location and services to guests on campus tours.

#### *RT Lodge commits to:*


1. providing guided tours or visits of the property for students enrolled in courses for relevant programs (Outdoor Studies and Tourism, Management, etc.) at times approved in advance by RT Lodge;
2. organizing and promoting professional development opportunities for students, including hiring events for jobs and internship opportunities on a date convenient for RT Lodge;

3. providing space for one Strategic Partnership Group Reception, annually, on a date convenient for RT Lodge;
4. making available, whenever possible, lodging accommodations at agreed upon rates for the College's constituents during major events such as Homecoming and Commencement;
5. discounting meals by 15% hosted by the College's President and Advancement Officers for donors and potential donors;
6. discounting meals by 10% in the Restaurant at RT Lodge for Maryville College faculty members and staff with guests up to four people per dinner when presenting Maryville College ID (excludes specific special events designated as non-discountable);
7. providing an area at RT Lodge for guests to receive Maryville College marketing materials; and
8. providing a link to Maryville College's website from the RT Lodge site.

### III. Timeline

This Memorandum of Understanding shall be effective upon the signatures of authorized officials. It shall be in force from June 1, 2018 to June 1, 2021; provided however, either party shall have the right to terminate this Memorandum of Understanding upon 6 months written notice.

#### Signatures

  
\_\_\_\_\_  
William T. Bogart, President, Maryville College

5/14/18

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Official], Ruby Tuesday, Inc.

5/14/18  
\_\_\_\_\_  
Date

Stephanie Medley, Chief Strategy Officer, Ruby Tuesday  
Ray Blanchette, Chief Executive Officer, Ruby Tuesday